

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/132

**TITLE:** **Great Lakes Council Enterprise Agreement 2005-2008**

**I.R.C. NO:** IRC6/1015

**DATE APPROVED/COMMENCEMENT:** 8 March 2006 / 8 March 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 31 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Great Lakes Council, located at Breese Parade, FORSTER NSW 2428, who fall within the coverage of the Local Government (State) Award 2004.

**PARTIES:** Great Lakes Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales

# GREAT LAKES COUNCIL ENTERPRISE AGREEMENT 2006 – 2009

This Agreement will be known as the *Great Lakes Council Enterprise Agreement 2006 – 2009*.

## 1. Arrangement

1. Arrangement
2. Objective and Scope of the Agreement
3. Definitions
4. Parties bound by the Agreement
5. [Period of Operation](#)
6. [Relationship with Parent Award](#)
7. Anti Discrimination
8. [New Salary System](#)
9. [Staff Training and Development](#)
10. [Occupational Health & Safety](#)
11. [Inappropriate Behaviour](#)
12. [Disputes and Grievance Resolution](#)
13. [Signatories to the Agreement](#)

## 2. Objective and Scope of the Agreement

The Agreement will be binding on all employees of Great Lakes Council whose conditions of employment are regulated by the *Local Government (State) Award 2004*. The objectives of the Agreement are:

- 2.1 To implement and maintain a new salary system that will modernise the system and place clear timeframes on salary step progression.
- 2.2 To develop and maintain the most flexible, productive, safe and harmonious working environment possible where employees are encouraged to take pride in their work.
- 2.3 To develop a working environment at the workplace whereby employees are invited to participate and be consulted on decisions that affect them.
- 2.4 To promote fair standards of work and proper conduct in which each employee will be treated fairly, reasonably and with dignity and respect.
- 2.5 To develop a workplace relationship between employees and management based on honesty, co-operation, mutual trust, understanding and sincerity.
- 2.6 To promote improved remuneration and employment security that is linked to productivity gains and the acquisition of new skills and knowledge.

### **3. Definitions**

*Agreement* shall mean the *Great Lakes Council Enterprise Agreement 2006 - 2009*.

*Association* shall mean the *Local Government Association of NSW*.

*Award* shall mean the *Local Government (State) Award 2004 and any succeeding industrial instrument*.

*Council* shall mean *Great Lakes Council*

*Unions* shall mean the *NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union, the Development and Environmental Professionals' Association and the Local Government Engineers Association of NSW*

### **4. Parties bound by the Agreement**

- 4.1 The Agreement shall be binding upon Council, the Unions and all employees of Council except the General Manager, Directors and employees whose terms and conditions of employment are covered by the *Local Government (Electricians) State Award*.
- 4.2 The parties declare that this Agreement was not entered into under duress by any party.
- 4.3 The parties agree that any new employee who is engaged by Council during the term of this Agreement will become a party to the Agreement. The new employee shall, as from the date of commencement, be entitled to all benefits and be bound by all obligations under this Agreement.

### **5. Period of operation**

- 5.1 This Agreement will operate from the date of registration and remain in place for three years from the date of registration.
- 5.2 The parties by the Agreement undertake to commence negotiations with the Unions and staff for the next Agreement by 1 November 2007 with the objective of finalising all negotiations by the expiry of this Agreement.

## 6. Relationship with Parent Award

This Agreement will be read and interpreted in conjunction with the *Local Government (State) Award 2004*. This Agreement will prevail to the extent of any inconsistency between the Award and the Agreement.

## 7. Anti-Discrimination

- 7.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or has been involved in a complaint of unlawful discrimination or harassment.
- 7.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 7.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

## **8. New Salary System**

The parties are committed to the implementation and maintenance of a new salary system. The new system will place clear timeframes upon salary progression and the requirements of employees to training. Briefly stated the new salary structure retains five salary steps for each Job Grade. In the old salary structure there was approximately a 5% increase in rates of pay between salary steps giving a total spread of around 20%.

The new salary system retains the following salary steps:

- ◆ Entry Level;
- ◆ Step 1;
- ◆ Step 2;
- ◆ Step 3; and
- ◆ Step 4.

Above Step 1 there are now 3 smaller pay points, identified as P1 – P3. There is now approximately a 1.25% increase between each of the smaller salary steps. At each annual review a Council employee may progress to the next P increment subject to them meeting the performance objectives and rules outlined below.

### **Salary Progression Rules**

1. Entry level employees will be assessed and progress to Salary Step 1 in accordance with the current rules and requirements that relate to competency and performance assessment.
2. Employees who are currently at Salary Step 1 or higher will progress in the salary system by way of approximately 1.25% performance increments each year until Salary Step 4 is achieved subject to the employee meeting the salary progression rules and performance objectives.
3. Once an employee has progressed to Step 1, competencies will no longer be used to determine how staff progress across the salary system. Each year subject to meeting the salary progression rules and the performance objectives an employee can progress a 1.25% performance increment until they reach step 4 without the need to refer to the jobs competency chart.
4. It is essential that Council maintains enough skilled employees to ensure that the work still gets done in an effective and efficient manner and as such, Council will require that some employees obtain and/or retain the skills, licences and tickets identified in the jobs current competency charts. Where possible this will be done on a voluntary basis.
5. Once employees are paid at or above the current salary step or rate of pay for this type of work they can then not refuse those duties or refuse or fail relevant training

on purpose. If this occurs disciplinary action will be taken against the employee and if this issue is not resolved within 3 months the employee will revert back to the rate of pay applicable to the approved salary step (using existing competencies) without any further performance increments.

6. The definition of "Performance Objectives" for Performance Increment increases is:
  - ◆ During the review period there has been no formal "Award" based documented disciplinary action taken against the employee. This includes but is not limited to the employee fully complying with safety standards and the employee's attendance pattern being satisfactory. The Award Disciplinary Procedure is in no way restricted because of an employee not receiving their 1.25% performance increment.
  - ◆ During the review period the employee has not been deemed responsible for any proven major mistakes (technical skills) that have resulted in a substantial cost to Council and that have been addressed by Council with the employee prior to the performance review.
  - ◆ During the review period the employee has not incurred damage to any plant or equipment as a result of their negligence to the value of \$500 or more. The amount of \$500 to be indexed to Council's Insurance Excess amount.
  - ◆ During the review period the employee has no proven issues resulting in lost time (arising from their own negligence) that result in a loss to the Council of not less than the equivalent of 1 week's pay in any one incident during the review period.
  - ◆ The employee does not refuse reasonable duties and is flexible in their approach to work and does not refuse to swap work times and RDO's unreasonably.
7. The approximate 1.25% salary increases are in addition to Award salary increases.
8. It is proposed that this new system be implemented in November 2004.

The parties to this Agreement recognise this to be a long term salary system and accordingly provide an undertaking to maintain the system beyond the life of this Agreement.

## **9. Staff Training and Development**

9.1 The parties to the Agreement are committed to the training and development of staff to enhance their career paths to enable increased productivity and effectiveness.

9.2 The principal focus of training during the term of this Agreement will be on:

- ◆ On-the-job training and coaching;
- ◆ Basic job skills development;
- ◆ Health and safety;
- ◆ Service quality

- 9.3 Under this Agreement there will be greater emphasis to develop skills of employees in a manner consistent with the Award. Consultation with Council employees will be ongoing to ensure that staff training and development is congruent with:
- ◆ Individual performance objectives in accordance with Council's training plan;
  - ◆ Team goals and needs;
  - ◆ Council's mission and value

## **10. Occupational, Health and Safety**

- 10.1 Parties to the Agreement are committed to ensuring safety in the workplace and that safe systems of work are implemented and adhered to by individual employees and contractors.
- 10.2 Council will provide safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided.
- 10.3 Council also undertakes to work towards the timely and effective rehabilitation of injured employees.
- 10.4 Council employees and the Unions party to this Agreement undertake to support and implement all systems designed to reduce injury outcomes.
- 10.5 Occupational, Health and Safety representatives elected pursuant to the *Occupational, Health and Safety Act 2000* (NSW) will be supported by managers in all aspects of dealing with safety.

## **11. Inappropriate behaviour**

- 11.1 It is the responsibility of every Council employee to report instances of inappropriate behaviour.
- 11.2 Inappropriate behaviour includes but is not limited to the following:
- ◆ Sexual harassment;
  - ◆ Discrimination;
  - ◆ Workplace bullying;
  - ◆ Intimidation;
  - ◆ Humiliating or degrading a fellow employee;
  - ◆ Abuse of power or authority;
  - ◆ Alienation of fellow employees
- 11.3 Council is committed to ensuring that all employees are treated with sensitivity and respect and that all employees are entitled to a workplace that is free from all forms of harassment and unlawful discrimination.

## **12. Disputes and Grievance Resolution**

- 12.1 At any stage of the procedure, the employee(s) may be represented by their Union or its local representative and/or delegate, and Council may be represented by the Association.
- 12.2 The Union delegate shall have reasonable time, without loss of pay to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- 12.3 In accordance with Award requirements, a grievance or dispute shall be dealt with as follows:
  - (a) The employee(s) shall notify in writing the supervisor, or authorised officers of any grievance or dispute and the remedy sought.
  - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
  - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- 12.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 12.5 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

## **13. Signatories to the Agreement**

- 13.1 Listed below are the signatures of the parties that are bound to the Agreement:  
Council nominates its Manager, Human Resources as the contact officer for this agreement.



Signed on behalf of )  
GREAT LAKES COUNCIL )  
in the presence of )

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General Manager

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Witness

Signed on behalf of  
NEW SOUTH WALES LOCAL )  
GOVERNMENT, CLERICAL, )  
ADMINISTRATIVE, ENERGY, )  
AIRLINES & UTILITIES UNION )  
in the presence of )

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General Secretary

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Witness

Signed on behalf of )  
THE DEVELOPMENT AND )  
ENVIRONMENTAL )  
PROFESSIONALS' ASSOCIATION )  
in the presence of )

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Secretary

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Witness

Signed on behalf of )  
THE LOCAL GOVERNMENT )  
ENGINEERS ASSOCIATION OF )  
NEW SOUTH WALES )  
in the presence of )

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Secretary

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Witness